*REMARKS*

In the January 29, 2009 final Office action, independent claim 9 and all of its dependent claims 10-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Malik (U.S. Patent 6,748,067) in view of Dahari (U.S. Patent Application Pub. No. 2004/0076281).

In response to the Office action, applicant has amended claim 9. Support for the amendments can be found throughout the specification and in particular at page 5, line 25 to page 6, line 18 and original claims 15-19. Therefore, no new matter has been introduced.

Claims 9-19 are currently pending, including independent claim 9. Applicant respectfully requests reconsideration of the pending claims and withdrawal of the rejections in light of the foregoing amendments and the following comments. The following diagram illustrates the relationship among the pending claims.
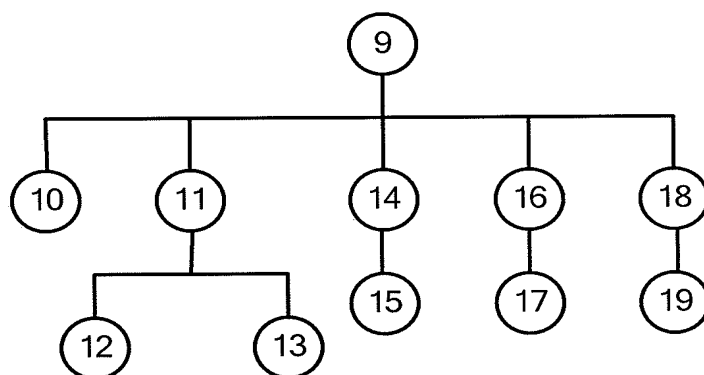
Response to Rejections Under 35 U.S.C. § 103

In rejecting independent claim 9, the Office action asserts that "Malik teaches a method for providing a service" including all of the limitations of claim 9 except a "prepaid Virtual Private Network (VPN) service." The Office action then points to Dahari for the teaching of the missing feature. See final Office action, page 2, rejections of claim 9. Applicant disagrees with the Office action. Nevertheless, applicant has amended claim 9 in order to expedite the examination of the application.

Specifically, in rejecting the claimed feature of "initiating a service logic," the final Office action points to Malik, column 3, lines 30-57 and asserts that "the initiating is read by checking to see whether the service is not blocked," and thus the claimed feature of "initiating a service logic" is taught by Malik.

Applicant has carefully reviewed the cited portions and the remainder of the Malik reference but found no such teaching. Applicant respectfully submits that the connotation of the language relied upon to reject the claims is from a reading of the language out of the context of the surrounding text of the reference. In order to fully appreciate the relevance of the teachings of the quote and of the reference as a whole, the sentences immediately before and after the cited portions of Malik must be taken into consideration. Specifically, Malik, at column 3, lines 35-39, states, "The database query...which checks to see whether the caller has blocked access to the pat-per-user service, or has an unknown number," which should not be confused with the claimed feature of "initiating a service logic by an SCP." In particular, attention should be paid to the claimed feature of "initiating a service logic" in claim 9. The feature of "initiating a service logic" in claim 9 is referred to as initiation of another service logic (i.e., the VPN service logic) rather than the pre-paid service in the SCP as described by Malik. In other words, the service logic initiated by SCP as required by claim 9 is not a pre-paid service logic but another service logic. Malik, however, only teaches using the SCP to initialize "pre-paid service logic."

Malik at best describes a method and system for providing pre-paid access to multiple Internet Service providers (ISPs), which utilize an Advanced Intelligent Network (AIN) to set up and manage the Internet services provided by the ISPs. See Abstract , column 1, lines 59 – 64, and column 3, line 15-col. 4, line 8. In Malik, the system uses the AIN to identify a call as a pre-authorized call so that the ISP grants access without requiring a username and a password from a caller. According to Malik, the SCP of the AIN merely performs the pre-paid service logic when the SCP determines that the call is from a line having pre-paid access to the Internet service so as to assist the ISP to verify the caller attempting to access to the ISP. The ISP then provides the user with the Internet service requested by the user according to the SCP's verification. That is, the SCP in Malik only provides the pre-paid service, and does not provide any other services, for example, the internet service provided by the ISP. Although Malik provides a service (i.e., the internet service), but this service is provided by the ISP rather than

the SCP which only provides the pre-paid service. In claim 9, however, the SCP provides a service and pre-paid service that can be invoked by the service.

Furthermore, according to Malik, column 3, lines 40-43, 50-53, column 6, lines 32-57, and figures 2 and 3a, it is clear that "checks to see whether the caller has blocked access..." is just a prerequisite for performing the pre-paid service by the SCP, because the SCP performs the pre-paid service function if the SCP determines, through the process of checking, that the call is not from an unknown or blocked telephone number, but from a line having a pre-paid access to the internet service. In other words, the process of checking described by Malik is just a prerequisite of the pre-paid service logic but not an independent service logic provided by the SCP. In contrast, the feature of "initiating a VPN service logic" required by claim 9 includes initiation of a service logic independent of a pre-paid service logic.

For these reasons, applicant submits that the claimed feature of "initiating a service logic by an SCP" is not taught or suggested by Malik.

In addition, the final Office action further points to Malik in col. 3, line 59 – col. 4, line 8 and asserts that Malik describes the features of "providing, by the service logic, the service to the user terminal, charging the service, and invoking a prepaid service logic for deducting, according to a result of the charging, from a prepaid account." Applicant has carefully reviewed the cited portions and the remainder of the Malik reference and respectfully submits that Malik does not teach the claimed features.

Specifically, at column 3, line 59 - column 4, line 8 cited by the Office action, Malik merely describes that the SCP performs the pre-paid service by communicating with a service switch point (SSP). For example, the SCP instructs the SSP to continue processing the call with changed parameters if the caller is a pre-paid customer so as to make the call access to ISP. The SCP further instructs the SSP to inform the SCP if the line was busy, answered or the caller hung up before the call was answered. The SCP uses the information from the SSP when the call is connected to track the subscriber's usage of the system for billing purpose. According to Malik, the SCP does not provide any other service logic but the pre-paid service logic. In addition, the main processes described by Malik are performed by the pre-paid service logic, and the process of pre-paid service is merely triggered by a call from a caller attempting to access to the ISP through the SSP of the AIN, rather than triggered by another service logic provided by the SCP.

In claim 9, however, the SCP provides two different service logics (i.e., the VPN service logic and the prepaid service logic), and the main processes are performed by another service logic (i.e., the VPN service logic) rather than the pre-paid service logic, which is invoked by the other service logic for the purpose of charging for using the other service. For example, the process of providing the service to the user terminal, the process of charging the service, and the process of invoking a prepaid service logic for deducting are performed by the other service logic of SCP. Besides, in claim 9, the pre-paid service is triggered by another service logic. Therefore, even though a service logic rather than a VPN service logic is considered, Malik fails to describe the features of "providing, by a service logic, the service to the user terminal, and charging the service, invoking a prepaid service logic for deducting, according to a result of the charging, from a prepaid account."

In addition, Malik fails to describes the additional feature of "invoking a fee-applying interface preset in a prepaid service logic for applying fees...invoking a fee-deducting interface preset in a prepaid service logic for deducting, according to a result of the charging, from a prepaid account" in amended claim 9.

Specifically, as discussed above, because, Malik indicates that the pre-paid service logic is the only service logic provided by the SCP and the pre-paid service logic is merely triggered by a call, the pre-paid service is not invoked by the other service logic as required by claim 9. Therefore, it is not necessary to preset a fee-applying interface and a fee-deducting interface in the prepaid service logic described by Malik that is not equipped with a fee-applying interface and a fee-deducting interface as required by claim 9. To this end, this conclusion can also be drawn from the description of Malik, specifically at column 7, lines 4-25 and column 7, lines 52-63, which merely describes a common process of a pre-paid service triggered by a call from a caller attempting to access the ISP through the SSP of the AIN, but makes no mention of invoking a fee-applying interface and a fee-deducting interface by another service logic in the SCP for applying fee and deducting as recited in claim 9.

Based on at least the foregoing reasons, the following features are missing in Malik: "initiating a service logic by a Service Control Point (SCP); providing, by the service logic, the service to the user terminal, charging the service, and invoking a prepaid service logic for deducting according to a result of the charging, from a prepaid account."

With respect to the Dahari reference, it fails to cure the deficiencies of Malik. Applicant submits that Dahari merely teaches a solution for integrating different services from different equipment providers (see Dahari, paragraph [0018]), where a mediating system is configured for identifying message definitions and information and for creating unified message records (see Dahari, paragraphs [0025]-[0030]).

Though Dahari mentions the virtual number service and the combination of the virtual number service and the pre-paid service that are from different equipment providers (see Dahari, paragraph [0018] and [0050]), it fails to describe how or in what environment the virtual number service is carried out. The cited portions of Dahari are also silent about how to combine the virtual number service (i.e., the VPN service) and the pre-paid service provided by different equipment providers. Even if that the virtual number service and the pre-paid service from different equipment providers were combined through a mediating system as one skilled in the art would have assumed based on the teaching of Dahari, the manner of the combination is distinguishable from the integration of the VPN service logic and the pre-paid service logic as required by claim 9. Such a mediating system would merely translate or convert one type of message into a unified format in order to meet the destination protocol requirements, whereas claim 9 requires the VPN service logic directly invoke the prepaid service logic through a fee-applying interface and a fee-deducting interface preset.
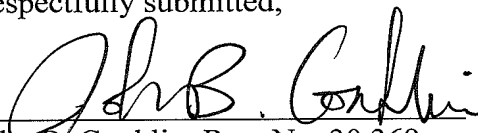
Therefore, Dahari does not provide any hints to incorporate the teaching of Dahari into Malik to achieve the claimed subject matter, since Malik merely describes only one service logic (i.e., the pre-paid service logic) currently running in the SCP instead of two different service logics as recited in claim 9, and Dahari fails to make up the deficiencies of Malik. Moreover, the proposed modification which incorporates the teaching of Dahari into Malik would render Malik unsatisfactory for its intended purpose, which is to assist the ISP to verify the caller attempting to access to the ISP that provides the user with the requested internet service according to the SCP's verification. Also, the proposed modification would change the principle of operation of Malik.

In view of the foregoing, Applicant submits that claim 9 and its dependent claims 10-19 define over the combination of Malik and Dahari cited by in the Office action.

Conclusion

A prompt indication of allowability of all pending claims 9-19 is earnestly solicited. Should the examiner wish to discuss the foregoing, or any matter of form in an effort to advance this application toward allowance, he is urged to telephone the undersigned at the indicated number.

Respectfully submitted,

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